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## Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Noden Pharma without restriction.

## General

**Governing Law.** You agree that: (i) the Website shall be deemed solely based in Nevada; and (ii) the Website shall be deemed a passive one that does not give rise to personal jurisdiction over Noden Pharma, either specific or general, in jurisdictions other than Nevada. This Agreement shall be governed by the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and Noden Pharma that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction

located in Washoe County, Nevada, unless submitted to arbitration as set forth in the following paragraph.

**Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Notification Procedures.** Noden Pharma may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our Website, as determined by Noden Pharma in our sole discretion. Noden Pharma reserves the right to determine the form and means of providing notifications.

**Entire Agreement/Severability.** This Agreement, together with any amendments and any documents referenced herein, shall constitute the entire agreement between you and Noden Pharma concerning the Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

**No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and the failure of Noden Pharma to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Please contact us with any questions regarding this Agreement at [info@nodenpharma.com](mailto:info@nodenpharma.com) .